

STATE MS. - DESOTO CO.

PREPARED BY AND RETURN TO:  
AutoZone, Inc.  
Attn: Legal Dept. # 8341  
123 South Front Street, 3rd Floor  
Memphis, Tennessee 38103-3607  
701- 495-6500

APR 29 2 27 PM '04 P3 P2

Store # 2092  
Horn Lake, MS/BTS

102 PG 159  
DAVIS CH. CLK.

**SHORT FORM LEASE**

**THIS SHORT FORM LEASE** (the "Short Form Lease") is made and entered into as of the 15<sup>th</sup> day of April, 2004, but effective as of July 18, 2003 (the "Effective Date"), by and between A-Z Holdings, LLC ("Landlord"), and AutoZone, Inc., a Nevada corporation ("Tenant").

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Lease Agreement, as the same may have been amended (the "Lease") dated as of the Effective Date by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Horn Lake, County of Desoto, State of Mississippi, consisting of land together with improvements placed and/or to be placed thereon, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of twenty (20) years, commencing as provided in the Lease, and ending on the last day of the month following twenty (20) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.
2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.
3. The Lease contains, among other things, the following provisions:
  - (a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.
  - (b) Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations and any partner or other party affiliated with it, if any, that none of the foregoing shall use, suffer, permit or consent to the use or

occupancy of any property within a two (2) mile radius of the Demised Premises as an auto parts store or for the sale of any automobile parts, supplies and/or accessories.

(c) Tenant shall have the right to use the Demised Premises for any lawful purpose.

(d) The agreements granted herein shall run with the land and shall be binding and inure to the benefit of Landlord and Tenant and their respective successors, assigns and lessees for so long as the Lease shall remain in effect.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed on the day and year set forth above.

LANDLORD:

TENANT:

A-Z HOLDINGS, LLC  
By its Managing Member, DFP Holdings, LLC

AUTOZONE, INC., a Nevada corporation

By: Kevin Huchingson

By: [Signature]

Its: Managing Member

Its: Vice President

By: [Signature]

Its: Senior Vice President

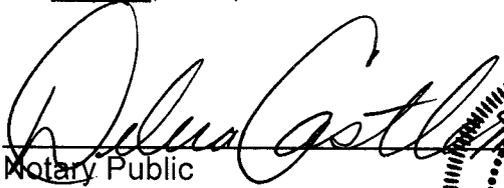
Approved for Execution

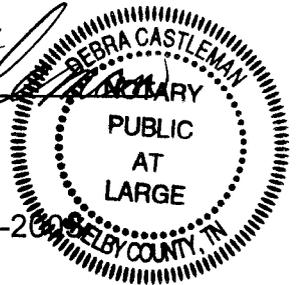
[Signature]      [Signature]

STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> ay of April, 2004, within my jurisdiction, the within named Wm. David Gilmore and Robert Olsen, who acknowledged that they are the Vice President and Senior Vice President of AutoZone, Inc., a Nevada corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by corporation so to do.

Given under my hand this the 13<sup>th</sup> day of April, A.D., 2004.

  
Notary Public

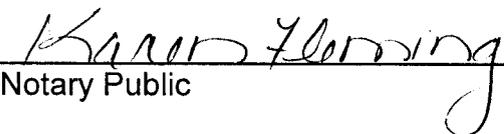


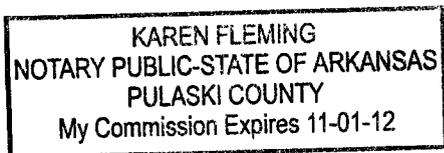
My Commission Expires: 5-17-2006

STATE OF Arkansas )  
~~MISSISSIPPI~~ )  
 ) SS:  
COUNTY OF Pulaski )

Personally appeared before me, a Notary Public in and for the above county and state, the within named Kevin Nuchingson who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 15<sup>th</sup> day of April, A.D., 2004.

  
Notary Public



My Commission Expires:  
11-1-12

**Exhibit "A"**

**LEGAL DESCRIPTION:**

Lot 12, Bailey Station PUD, in Section 28, Township 1 South, Range 8, West, DeSoto County, Mississippi as per Plat thereof recorded in Plat Book 77, Page 41, in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows:

Commencing at the commonly accepted southwest corner of Section 28, Township 1 South, Range 8 West, in Horn Lake, DeSoto County, Mississippi.  
thence N00° 00'00"W a distance of 55.86 feet;

thence N90° 00'00"E a distance of 787.77 feet to an iron pin (found)

thence N89° 56'13"E a distance of 370.01 feet to the POINT OF BEGINNING;

thence along a non-tangent arc to the right with a radius of 25.00 feet and a length of 39.28 feet (chord bearing = S45° 04'37"E; chord length = 35.36 feet);

thence N00° 03'47"W, along the East Right of Way line of Burlington Blvd. (60' R.O.W.), a distance of 231.30 feet;

thence N89° 56'13"E a distance of 155.41 feet;

thence S00° 54'29"E a distance of 266.63 feet to a point lying on the north line of Goodman Rd;

thence S89° 58'08"W, along said R.O.W. line, a distance of 40.52 feet;

thence N78° 44'59"W along said R.O.W. line, a distance of 50.97 feet;

thence S89° 54'32"W along said R.O.W. line, a distance of 43.82 feet to the POINT OF BEGINNING and containing 40835 square feet or 0.937 acres.

**ALONG WITH AN EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

A tract of land being located in the East half of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 28, Township 1 South, Range 8 West of the Chickasaw Meridian, City of Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 12 and the Southwest Corner of Lot 11 Bailey Station PUD (Plat Book 77, Page 41), said corner being a ½" iron pipe (found) in the east right of way line of Burlington Boulevard (60 foot right of way); thence, along said right of way line, North 00 degree 03 minutes 47 seconds West, a distance of 21.37 feet to a point; thence a curve to the left with the following attributes: a delta angle of 34 degrees 05 minutes 19 seconds, a radius of 19.50 feet, an arc length of 11.60 feet, a chord bearing of South 72 degrees 57 minutes 21 seconds East, and a chord length of 11.43 feet to a point; thence North 90 degrees 00 minutes 00 seconds East, a distance of 24.45 feet to a point; thence a curve to the right with the following attributes: a Delta angle of 82 degrees 52 minutes 49 seconds, a radius of 20.50 feet, an arc length of 29.65 feet, a chord bearing of South 48 degrees 33 minutes 36 seconds East, and a chord length of 27.14 feet to a point in the North line of Lot 12 of Bailey Station PUD (Plat Book 77, Page 41); thence along said north line South 89 degrees 56 minutes 13 seconds West a distance of 55.70 feet to the Point of Beginning.

INDEXING INSTRUCTIONS: A tract of land located in the SE ¼ of the SW ¼ of the SW ¼ of Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi.